

COMMONWEALTH OF MASSACHUSETTS

STANDARD CONTRACT FORM AND INSTRUCTIONS



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) for use by all Commonwealth Departments. **Any changes to the official printed language of this form shall be void. This shall not prohibit the addition of non-conflicting Contract terms.** By executing this Contract, the Contractor under the pains and penalties of perjury, makes all certifications required by law and certifies that it shall comply with the following requirements: that the Contractor is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, permits and resources for performance; that the Contractor and its subcontractors are not currently debarred; that the Contractor is responsible for reviewing the Standard Contract Form Instructions available at www.mass.gov/osd that the terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties; and that the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached to this Contract or incorporated by reference herein, including the following requirements: all relevant Massachusetts state and federal laws, regulations, Executive Orders, treaties, [requirements for access to Contractor records](#), the terms of the applicable [Commonwealth Terms and Conditions](#), the terms of this Standard Contract Form and Instructions including the [Contractor Certifications and Legal References](#), the Request for Response (RFR) or solicitation (if applicable), the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated provisions.

[THE CONTRACTOR MUST COMPLETE ONLY THOSE SECTIONS PRECEDED BY AN "→".]

→VENDOR CODE:	MMARS DOCUMENT ID: RPO EHS SALRES CONTRACT ID: SALARYRESERVE
→CONTRACTOR NAME:	DEPARTMENT NAME: Executive Office of Health and Human Services
→CONTRACT MANAGER:	CONTRACT MANAGER: ANDREA DODGE, CAO
→PHONE:	PHONE: (617) 573-1637
→FAX:	FAX: (617) 573-1892
→E-MAIL ADDRESS:	E-MAIL ADDRESS: POSSALARY.RESERVE@STATE.MA.US
→BUSINESS MAILING ADDRESS:	BUSINESS MAILING ADDRESS: ONE ASHBURTON PLACE, ROOM 1109 BOSTON, MA 02108
THE FOLLOWING COMMONWEALTH TERMS AND CONDITIONS FOR THIS CONTRACT HAS BEEN EXECUTED AND FILED WITH CTR: (Check only one) <input type="checkbox"/> COMMONWEALTH TERMS AND CONDITIONS <input checked="" type="checkbox"/> COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES	
COMPENSATION: (Check one option only) <input type="checkbox"/> Maximum Obligation of this Contract: No Maximum Obligation has been set for this Contract: (Check one) <input type="checkbox"/> Rate Contract with a Rate of: \$ _____ Per: _____ <input type="checkbox"/> Rate Contract with Multiple/Negotiated Rates: (Attach listing of multiple rates or description of negotiation process)	PAYMENT TYPE: (Check one option only) <input type="checkbox"/> Payment Voucher (PV) <input checked="" type="checkbox"/> Ready Payment (RP) (Schedule: _____ Initial Base Amt:\$ _____) <input type="checkbox"/> Contractor Payroll (CP) (Required for Contract Employees) <input type="checkbox"/> Recurring Payment (Required for Leases and TELPs)
→PAYMENT METHOD: The Contractor agrees to be paid by Electronic Funds Transfer (EFT is the Commonwealth's Preferred Payment Method): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE: (Reference to attachments without a narrative description of performance is insufficient.) Program Code: SALR FY 2006 Salary Reserve Contract This contract is to fund the cost of a salary increase for the period July 1, 2005 to June 30, 2006 for eligible personnel earning less than \$40,000 in annual compensation who work in programs under Department contracts, pursuant to Chapter 45 of the Acts of 2005, item 1599-6901, the terms of the Executive Office of Health and Human Services FY 2006 Salary Reserve implementation approach, and Attachment A. PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Single Department Procurement/Single Department User Contract; <input type="checkbox"/> Single Department Procurement/Multiple Department User Contract; <input type="checkbox"/> Multiple Department Procurement/Limited Department User Contract; <input type="checkbox"/> Statewide Contract (Only for use by OSD or an OSD-designated Department); <input type="checkbox"/> Grant (as defined by 815 CMR 2.00); <input type="checkbox"/> Emergency Contract (attach justification); <input type="checkbox"/> Interim Contract (attach justification); <input type="checkbox"/> Contract Employee; <input type="checkbox"/> Collective Purchase (attach OSD approval) <input checked="" type="checkbox"/> Legislative/Legal Exemption Salary Reserve 1599-6901 (attach proof); <input type="checkbox"/> Other (Specify): RFR REFERENCE NUMBER: (or "N/A" if not applicable)	
ANTICIPATED CONTRACT EFFECTIVE START DATE: Performance shall begin on <u>upon approval</u> , which shall be no earlier than the latest date this Contract is signed by authorized signatories of the Department and Contractor and approved under Section 1 of the applicable Commonwealth Terms and Conditions.	
TERMINATION DATE OF THIS CONTRACT: This Contract shall terminate on <u>6/30/06</u> unless terminated or amended by mutual written agreement by the parties prior to this date under Section 4 of the applicable Commonwealth Terms and Conditions.	
→AUTHORIZING SIGNATURE FOR THE CONTRACTOR: →X: _____ (Signature of Contractor's Authorized Signatory) →DATE: _____ (Date must be handwritten at time of signature) →NAME: _____ →TITLE: _____	AUTHORIZING SIGNATURE FOR THE DEPARTMENT: X: _____ (Signature of Department's Authorized Signatory) DATE: _____ (Date must be handwritten at time of signature) NAME: ANDREA DODGE TITLE: CHIEF ADMINISTRATIVE OFFICER

FY 2006 Salary Reserve Contract Attachment A

>>Vendor Code:	Document ID: RPO EHS SALRES
>>CONTRACTOR NAME:	DEPARTMENT NAME: Exec. Office of Health and Human Services

Pursuant to Chapter 45 of the Acts of 2005, item 1599-6901, the terms of the Executive Office of Health and Human Services (EOHHS), FY 2006 Salary Reserve implementation approach, the Commonwealth Terms and Conditions for Human and Social Services, the Standard Contract Form and Attachment A, this contract is to fund the cost of a salary increase for the period July 1, 2005 to June 30, 2006 for eligible personnel earning less than \$40,000 in annual compensation who work in programs under eligible Department contracts.

The Fiscal Year 2006 maximum obligation of this agreement is _____, and covers all eligible contracts with departments. This sum was determined based on wage data submitted by the Contractor and the allocation plan developed by EOHHS. The approved EOHHS allocation schedule and associated backup data pursuant to the EOHHS FY 2006 Salary Reserve implementation approach shall serve as documentation for payment of these funds.

By signing the Standard Contract Form, the Contractor certifies, under the pains and penalties of perjury that it shall also comply with all of the following provisions and shall remain in compliance with these provisions for the life of this agreement:

- 1) The Contractor submitted or reviewed valid, accurate salary survey data and only eligible contracts are listed; OR, in the case of using FY 2005 salary data, there were no significant changes to the eligible salaries in each underlying contract;
- 2) All funds received through this agreement will be used only for salary increases and the employer portion of payroll and fringe benefit obligations directly associated with the salary increases for eligible personnel earning less than \$40,000 in annual compensation in programs funded by eligible contracts, in accordance with the provisions of St. 2005, c.45, s.2, item 1599-6901 and the EOHHS FY 2006 Salary Reserve implementation approach and this Attachment A;
- 3) Based on the actual allocation received, the Contractor must distribute these funds to eligible employees (with certain exceptions, see provisions #11 and #12 below) earning less than \$40,000; according to the amounts and contracts delineated in the *Individual Contractor Report*;
- 4) The annualized cost for all increases in salary and employer portion of related payroll and fringe benefit obligations must not exceed the FY 2006 reserve award; the annualized amounts must be attributable to the departments, as specified on the *Individual Contractor Report*;
- 5) Contractors must notify the Department, if requested, of amounts allocated to each contract for annualization purposes in FY 2007;
- 6) The Contractor may use up to 15% of this allocation for the increase in employer payroll and fringe benefit obligations;
- 7) The Contractor must maintain until June 30, 2013, detailed documentation describing how the funds were actually distributed for all FY 2006 Salary Reserve agreements;
- 8) Reserve funds that would otherwise go unspent because of staff turnover or re-deployment may be used at the Contractor's discretion for eligible employees during FY 2006 only;
- 9) Salary increases are retroactive to July 1, 2005, where appropriate;
- 10) Payments to eligible employees should begin no later than December 25, 2005 or within 10 days of receipt of these funds by the Contractor, whichever is later;
- 11) Employees whose employment with the Contractor ended prior to the execution of this contract need not receive a portion of the funds;
- 12) The Contractor need not give increases to employees whose performance was rated unsatisfactory on their most recent performance appraisal or who are currently subject to disciplinary action;
- 13) In addition to all other rights granted to the Commonwealth under law and the Terms and Conditions for Human and Social Services, the Executive Office of Health and Human Services, the Executive Office of Elder Affairs, the Department, the Operational Services Division and the Office of the State Auditor or their designees may request information and conduct inspections, desk reviews and audits of Contractor records to determine compliance with the terms of this agreement;
- 14) As part of the Contractor's Fiscal Year 2006 audit, the Contractor's independent auditor shall test for compliance with the terms of this agreement. Should the Contractor fail to comply with any of the terms of this agreement the funds are subject to immediate recoupment, through repayment by the Contractor, intercept through the Office of the State Comptroller, or such other actions as may be necessary to recover such funds, costs or damages for breach of this agreement;
- 15) If the Contractor's allocation includes funds for a Subcontractor's eligible personnel, the Contractor is required to disburse those funds and enter into a written agreement consistent with and subject to the same terms as this agreement with its Subcontractor. The Contractor is responsible for assuring its Subcontractor's compliance with the terms of the agreement; and,
- 16) For eligible multi-year contracts, this special Salary Reserve contract (with departmental documentation of the contract distribution detail) serves as documentation for the annualization of these funds into the contract "base" for future years. A contract amendment for the sole purpose of annualizing the Salary Reserve funds need not be executed.

The parties do not intend to create any rights in the Contractor's personnel to enforce this agreement.